

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO**

PRISCILLA THREADGILL, Individually and as Personal Representative of the Wrongful Death Estate of JOSEPH THREADGILL, DAVID THREADGILL, and DANIELLE THREADGILL,

Plaintiffs,

vs.

Cause No. \_\_\_\_\_

UNITED STATES AUTOMOBILE ASSOCIATION CASUALTY INSURANCE COMPANY and GARRISON PROPERTY AND CASUALTY INSURANCE COMPANY,

Defendants.

**NOTICE OF REMOVAL**

1. Pursuant to 28 U.S.C. §§1332, 1441 and 1446, the Defendants, USAA Casualty Insurance Company (USAA) and Garrison Property and Casualty Insurance Company (Garrison), hereby give notice of removal of all counts and claims asserted by the Plaintiffs in the civil action filed in the Thirteenth Judicial District, County of Sandoval, State of New Mexico, styled: *Priscilla Threadgill, Individually and as Personal Representative of the Wrongful Death Estate of Joseph Threadgill, David Threadgill, and Danielle Threadgill v. United States Automobile Association Casualty Insurance Company and Garrison Property and Casualty Insurance Company*; Thirteenth Judicial District Cause No. D-1329-CV-2012-02542. Copies of all pleadings filed in the State Court action are attached hereto as Exhibit "A".

2. The original Declaratory Judgment was filed in the Thirteenth Judicial District Court on November 26, 2012. USAA and Garrison, through counsel, received a copy of the Declaratory Judgment on December 3, 2012; therefore, this Notice of Removal is timely filed under 28 U.S.C. §1446(b).

3. Defendants state that this is an action of a civil nature in which the United States District Court has diversity jurisdiction pursuant to 28 U.S.C. §1332. USAA is a resident of the State of Texas with a principal place of business in Texas, Garrison is a resident of the State of Texas with a principal place of business in Texas, and Plaintiffs are residents of the State of New Mexico. Therefore, complete diversity of citizenship exists.

4. This case involves an actual controversy between the Plaintiffs and USAA regarding coverage under a homeowners' insurance policy issued by USAA to its named insureds Pamela Bosma and Andrew Bosma<sup>1</sup> and an actual controversy between Plaintiffs and Garrison regarding coverage under an auto policy issued by Garrison to its named insured Thomas I. Hancock.

5. The amount in controversy exceeds \$75,000.00, exclusive of interest and costs. Plaintiffs have demanded payment of all policy limits (\$525,000.00) under the subject insurance policies and have assured that any judgment obtained in this case will be "multiples" beyond the limits. *See Plaintiff's Declaratory Judgment, attached as part of Exhibit "A", at ¶36; see also 09/21/12 Correspondence from Attorney Valdez to USAA, attached as Exhibit "B".*

6. Pursuant to 28 U.S.C. §1446(d), written notice of removal has been given to all adverse parties and a copy of this Notice of Removal has been filed with the Clerk of the Thirteenth Judicial District Court, County of Sandoval, State of New Mexico.

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<sup>1</sup>

Upon information and belief, Andrew Bosma is now deceased.

Respectfully submitted,

**RILEY, SHANE & KELLER, P.A.**

By: /s/ Original signed by Courtenay L. Keller

**COURTENAY L. KELLER**

**MARK J. RILEY**

*Attorneys for Defendants United States Automobile  
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Property and Casualty Insurance Company  
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The undersigned hereby certifies that on the 4<sup>th</sup> day of December, 2012, a copy of the foregoing was electronically filed through the CM/ECF system, which caused the following participating CM/ECF counsel to be served with same by electronic means:

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*Attorneys for Plaintiffs*

By: /s/ Original signed by Courtenay L. Keller

**COURTENAY L. KELLER**